



Broker:

Date completed:

**Checklist**

Compensation Plan

Broker Agreement

AML Certification

W-9

Broker Application

FHA / VA Addendum

2 years financials

Current Interim Financials

4506-T

Company Resolution

E&O Insurance

Fair Lending Form

Fax/Email consent Form

Loan Fraud Statement

Resume & 2 Pieces of I.D. for all owners.

Broker QC Plan

Fair Credit Authorization

Processor Resume (if applicable)



Broker Compensation Agreement  
Addendum to Wholesale Broker Application

This Compensation Agreement Addendum ("Addendum") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Broker") and LoanStream, a division of OCMBC, Inc. (hereinafter referred to as "LoanStream" and/or "Lender"), and hereinafter collectively referred to as party or parties. Broker will be compensated by Lender in accordance with the requirements under the Truth in Lending Act (TILA) and Regulation Z, specifically the Loan Originator Compensation Rules. If Broker is compensated by the borrower or any other person or entity then the terms pertaining to Lender Paid Compensation will not be applicable except as stated below.

- i. **Loan coverage dates.** This Addendum will cover all loans submitted after the effective date. Loan applications taken prior to the effective date that were not submitted to LoanStream will be subject to review on a case-by-case basis and the Good Faith Estimate (GFE) must accurately reflect the Broker Compensation Plan in effect upon submission to BluePoint.
- ii. **Election Period.** The Broker will be permitted to change the terms of the Addendum once a quarter or at the Lender's discretion. Any changes made will affect new submissions (after the new effective date) only.
- iii. **Source of compensation.** For every loan transaction submitted to LoanStream, the Broker must choose the source of Broker Compensation prior to loan submission:
  - a. Borrower Paid Compensation or;
  - b. Lender Paid Compensation.
- iv. **Borrower paid compensation.** Borrower paid broker compensation may include seller concessions. Borrower paid compensation is negotiated by the broker directly with the borrower and may vary on each individual loan transaction but, may not exceed the amount that the broker selects for its lender paid broker compensation. The amount is set with the borrower at the time of application (see Mortgage Broker Fee Agreement) and may not change. **By choosing to be paid by the borrower, the broker may not receive any compensation directly or indirectly from any other party or entity to the transaction, or outside the transaction, including the lender.**
- v. **Lender Paid Broker Compensation.** When the Lender pays the Broker's compensation, the Broker will be paid according to the Lender paid broker compensation plan. The Broker may select a Lender paid broker compensation plan with a percentage beginning at one percent (1.00%) which is available in increments of one eighth of one percent (0.125%) up to a maximum of two and three-quarters (2.75%). Or Broker may select a Lender paid broker compensation plan with a flat fee option of either \$500 or \$750 on Lender paid compensation plans of two and two-quarters (2.25%) or less.
- vi. **Third Party Costs.** In a Lender Paid Broker Compensation loan, the Lender shall be the only party that shall pay the Broker compensation based on Section D above. In both Lender Paid Broker Compensation loans and Borrower Paid Broker Compensation loans, a borrower may choose a higher interest rate to cover the third party closing costs only. None of the excess amounts may be paid to the Broker as compensation.
- vii. **Dual Compensation Prohibited.** Broker agrees that Broker cannot receive compensation from both the borrower and a party other than the borrower (including the lender) for the same transaction. No dual compensation is permitted.
- viii. **Compensation Plan Administrator.** Broker will designate one person to be the Compensation Plan Administrator ("Administrator"). The Administrator will be the person with the sole authority to select and change the Broker's compensation plan on behalf of Broker. The Broker hereby designates the following person as the Administrator and his or her primary email address is included below:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_



Broker Compensation Agreement  
 Addendum to Wholesale Broker Application

- ix. **Anti-Steering Disclosure.** In accordance with the amendments to Regulation Z (75 FR 58509; 09/24/10), which implements TILA, Brokers may not steer borrowers in accepting a loan based solely on the fact that the loan originator/Broker will receive greater compensation for such a loan, unless the transaction is in the borrower’s interest. For each loan submitted by the Broker to Stearns, whether the compensation source is Borrower Paid or Lender Paid, the Broker must include an Anti-Steering Disclosure which describes the options presented to the borrower for each type of loan in which the borrower expressed an interest.
- x. **Payment of Loan Officers.** Broker shall be solely responsible for the payment of compensation to its loan officers. Broker agrees that all compensation paid by Broker to Broker’s loan officers must conform with all of the requirements of TILA, Regulation Z, along with its accompanying Official Staff Commentary and all applicable federal, state and local laws and regulations.

Compensation Election

Lender Paid Broker Compensation:                      Flat Fee Option:                      \$500                      \$750  
 LPBC choice must be 2.25 or less with flat fee

When selecting both a percentage and a flat fee, your compensation will be the sum of the two selections on all transactions, without variation. That total plus any other lender points and/or fees must be less than 3% of the calculated “total loan amount” at the time of submission.

Minimum Compensation:    Maximum Compensation:

DO NOT place a minimum/maximum on my compensation

When selecting to have a minimum compensation amount and choosing the Lender paid broker compensation option, that total dollar amount plus any other lender points and/or fees must be less than 3% of the calculated “total loan amount” at the time of submission.

All Addendums will become effective on the first (1<sup>st</sup>) of the month following the date the election form is submitted.

Broker Client

LoanStream, a division of OCMBC, Inc.

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Signature of Broker of Record

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Company Tax ID

# Fair Credit Reporting Act Candidate Notice and Disclosure

OCMBC, Inc. (the "Company") will order a consumer report and/or an investigative consumer report (background check report) on you in connection with your application for employment, or if already hired, or if you already work for the Company, we may order additional background check reports on you for employment purposes without obtaining additional consent, where permissible by law. The consumer reporting agency ("Consumer Reporting Agency") that will prepare and process the report(s) is:

ADP Screening and Selection Services  
301 Remington Street  
Fort Collins, Colorado 80524  
Telephone 800-367-5933

In the event that information from the report is utilized in part or in whole in making an adverse decision with regard to your potential employment or employment, before making the adverse action, we will provide you with a copy of the report and a description in writing of your rights under the law.

You have the right to request, in writing, within a reasonable time, that we disclose the nature and scope of the information requested. Such disclosure will be made to you within 5 days of the date on which we receive the request from you or within 5 days of the time the report was first requested, whichever is the later. To receive this information or to inspect any files concerning such a report or to determine if a report has been requested, you may contact the Company or the Consumer Reporting Agency.

The Fair Credit Reporting Act and certain state laws give you specific rights in dealing with consumer reporting agencies. You will find these rights in the attached documents.

Please be advised that we may also obtain an investigative consumer report (background check report) on you that may include information as to your character, general reputation, personal characteristics, and mode of living. By your signature below, you hereby authorize us to order consumer and/or investigative consumer reports including, but not limited to: social security number validation, criminal conviction records, employment and earnings history, education, credit, licensing and certification checks, references, military service, sex offender registry, civil cases, OIG/GSA, OFAC/Patriot Act records, any sanctions list, FBI fingerprinting, and if applicable, workers' compensation injuries, driving record, and drug testing results. The information may be obtained from private and public repositories of information, and can be disclosed to the processing agency (Consumer Reporting Agency) listed above and its agents.

I, \_\_\_\_\_, agree that a facsimile or photocopy of this form is valid just like the original form. I acknowledge receipt of this Disclosure and the attached Fair Credit Reporting Act Summary of Rights.

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Please print your full name. Last First Middle

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Current Address City State Zip Code

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(FOR IDENTIFICATION PURPOSES ONLY) Social Security Number Date of Birth

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Signature Today's Date

**GIVE COPY WITH STATE LAW NOTICES, SUMMARY OF RIGHTS AND RELEASE AUTHORIZATION DOCUMENTS TO CANDIDATE. RETAIN A COPY FOR YOUR FILES.**

**For residents of, or for jobs located in, California, Maine, Massachusetts, Minnesota, New Jersey, New York, Oklahoma and Washington, you may request a free copy of any background check report by checking the box below.**

I request a free copy of the report.

### **STATE LAW NOTICES:**

If you live in, or are seeking work for the Company in California, Maine, Massachusetts, New York, or Washington State, note:

**CALIFORNIA:** You may view the file that the Consumer Reporting Agency has for you, and order a copy of the file, upon submitting proper identification and paying copying costs, by going to the Consumer Reporting Agency's offices, during normal business hours and on reasonable notice, or by mail. You may also ask for a file summary by telephone. The Consumer Reporting Agency can answer questions about information in your file, including any coded information. If you go in person, another person can come with you, so long as that person can show proper identification.

**MAINE:** If you ask us, you have the right to know whether the Company ordered a background check report on you. You may request the name, address, and telephone number of the nearest office for the Consumer Reporting agency. We will send this information to you within five business days of our receipt of your request. You have the right to ask the Consumer Reporting Agency for the report.

**MASSACHUSETTS:** If you ask, you have the right to a copy of any background check report concerning you that the Company has ordered. You may contact the Consumer Reporting Agency for a copy.

**NEW YORK:** If you submit a written request, you have the right to know whether the Company ordered a background check on you from the Consumer Reporting Agency. You may inspect and order a copy by contacting the Consumer Reporting Agency. If you have previously been convicted of one or more criminal offenses and are denied employment, you may request that the Company provide a written statement setting forth the reasons for such denial. The Company must provide the written statement within thirty (30) days of your request.

**WASHINGTON STATE:** You have the right, upon written request made within a reasonable time frame after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of any "investigative" consumer report we may have requested. You also have the right to request from the Consumer Reporting Agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act. If the Company obtains information bearing on your credit worthiness, credit standing, or credit capacity, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

# Candidate Release Authorization

- I. In connection with my application for employment or continued employment at OCMBC, INC. (the Company), I understand that a consumer report and/or an investigative consumer report will be ordered that may include information as to my character, general reputation, personal characteristics, mode of living, work habits, performance and experience, along with reasons for termination of past employment. I understand that to the extent permitted by applicable law and as directed by company policy and consistent with the job described, the Company may be requesting information from public and private sources about me, including but not limited to: social security number validation, criminal conviction records, employment and earnings history, education, credit, licensing and certification checks, references, military service, sex offender registry, civil cases, OIG/GSA, OFAC/Patriot Act records, any sanctions list, FBI fingerprinting, and if applicable, workers' compensation injuries, driving record, drug testing results. If company policy requires and to the extent permitted by law, I am willing to submit to alcohol and/or drug testing to detect the use of alcohol or drugs prior to and during employment.
- II. Medical and workers' compensation information will only be requested in compliance with the federal Americans with Disabilities Act (ADA) and/or any other applicable state or local laws and only after a conditional job offer is made.
- III. I acknowledge that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original. This release is valid for most federal, state and county agencies. In the event that an agency or record source requires an alternative release form or additional identifying characteristics in order to release the requested information, I agree to provide the additional information and sign any additional release authorizations, if so requested by the Company.
- IV. According to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my prospective employer from a Consumer Reporting Agency. If so, I will be notified and given the name and address of the agency or the source that provided the information. Applicants in Massachusetts, Minnesota, Oklahoma, New York, Maine, Washington, New Jersey and California: if you want a free copy of the report(s) ordered, check this box.  The report(s) will be sent to you by the Consumer Reporting Agency listed here: ADP Screening and Selection Services, 301 Remington Street, Fort Collins, Colorado 80524. See attached Candidate Notice and Disclosure Form for other notices.
- V. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference, insurance company or other applicable record source contacted by OCMBC, INC. (the Company) or its agent, to furnish the information described in Section I.
- VI. If applicable, I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer to OCMBC, INC. (the Company). This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released by my previous employer is limited to the following DOT-regulated items: alcohol tests with a result of 0.04 or higher, verified positive drug tests, refusals to be tested, other violations of DOT agency drug and alcohol testing regulations, information obtained from previous employers of a drug and alcohol rule violation and any documentation of completion of the return-to-duty process following a rule violation.

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. I understand that this information is confidential and will not be used for any other purposes. I hereby release the employer, its agents, officials, representatives or assigned agencies, including officers, employees or related personnel, both individually and collectively and all persons, agencies, and entities providing information or reports about me from any and all liability for damages of whatever kind which may at any time result to me, my heirs, family or associates arising out of the requests for or release of any of the above mentioned information or reports.

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Please print your full name. Last First Middle

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Please print other names you have used (maiden name, surname, alias name).

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Current Address City State Zip Code

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(FOR IDENTIFICATION PURPOSES ONLY) Social Security Number Date of Birth

A number of states, including but not limited to, AL, AR, FL, GA, IA, IL, IN, KS, MI, MN, MO, NE, NV, NH, PA, SC, TX, VA, WA, WV, and WI, require additional identifying characteristics in order to complete a criminal records search. For that purpose only, please provide the following:

Sex:  Male  Female Race:  Asian  Black or African American  White  Hispanic or Latino  Other

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Driver's License Number State Issuing License Name as it appears on license.

I CERTIFY THAT THE INFORMATION THAT I PROVIDED ON THIS FORM IS TRUE AND CORRECT. I UNDERSTAND THAT FALSE INFORMATION, MISREPRESENTATIONS AND OMISSIONS MAY DISQUALIFY ME FROM CONSIDERATION FOR EMPLOYMENT, OR, IF I AM HIRED OR ALREADY WORK FOR THE COMPANY, THAT I MAY BE DISCIPLINED, UP TO AND INCLUDING TERMINATION.

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Signature Today's Date

If required, notarize here. When using an embossed seal, please shade with a pencil before faxing.

Subscribed and sworn before me:

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Notary Public Signature

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Date

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My Commission Expires

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**MORTGAGE COMPANY**

Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fax Contact Person: \_\_\_\_\_

Number of Branch Offices: \_\_\_\_\_

Location of Branch Offices: \_\_\_\_\_

States Licensed to Do Business In: \_\_\_\_\_

Broker of Record: \_\_\_\_\_ Principal: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

**TYPE OF BUSINESS**

Corporation: \_\_\_\_\_ State: \_\_\_\_\_

Partnership: \_\_\_\_\_ Date Founded: \_\_\_\_\_

Sole Partnership: \_\_\_\_\_

**TAX IDENTIFICATION #:** \_\_\_\_\_

**OFFICERS / BROKER OF RECORD OF COMPANY**

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**(Please fill out the enclosed "personal background information" sheet on each individual listed)**

**PRINCIPAL OWNERS OF THE COMPANY**

Name/Title/% Ownership: \_\_\_\_\_

Name/Title/% Ownership: \_\_\_\_\_

19000 MacArthur Blvd., Suite 200  
Irvine, CA 92612 (949) 679-7400

Name/Title/% Ownership: \_\_\_\_\_

**(Please provide a current resume on each person listed and "Personal Background Information" on each person listed.)**

**COMPANY APPROVALS**

<u>AGENCY APPROVED</u>	I.D. NUMBER	DATE
FHA	_____	_____
DIRECTOR ENDORSEMENT	_____	_____
VA	_____	_____
VA AUTOMATIC	_____	_____
FNMA	_____	_____
FHLMC	_____	_____

**(Please attach a copy of each of the approvals**

Has Your Company ever been suspended from selling loans to any investor?

Yes:      No:      If "YES" Please Explain Below:

Has your company or any individual of your company ever been suspended by any agency listed in above?

YES:      NO:      If "YES" Please Explain Below:

**LENDER REFERENCES:**

Please provide information below on the investors that you have sold loans to in the last 6 months.

A) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

B) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

C) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

(If approved by additional Lenders, please enclose a separate sheet with this application containing the above information on each investor)

**FIDELITY BOND AND ERRORS AND OMISSIONS INSURANCE COVERAGE:**

Fidelity Insurance Company: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Amount of Coverage (minimum \$300,000) \_\_\_\_\_

E&O Insurance Company: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Amount of Coverage (minimum \$300,000) \_\_\_\_\_

(attach a copy of each policy.)

**HISTORICAL VOLUMES:**

Please provide the following information for closed loans during the last 12 months:

<u>TYPE</u>	<u>NUMBER OF LOANS</u>	<u>AMOUNT</u>
FHA		
VA		
CONV		
TOTAL		

Has your company or any officer representing your company been sued or is your company a party to any lawsuit against or involving the company that would have a material adverse effect on the company's operations or financial condition?

Please furnish a copy of your default and claim rate as recorded in HUD's mortgage Portfolio analysis system (MPAS) if your company is an approved direct endorsement lender.

**RESUMES**

Please provide a resume on each principal, Broker of Record and all officers of the company.

I affirm that all answers and information submitted in this application are true and correct. I hereby authorize OCMBC, Inc., at its discretion, to verify and obtain information on company and principal(s), Broker of Record and all Offices with any other sources. I hereby waive any cause of action or claim I may have against such source with respect to any information they may provide

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Date \_\_\_\_\_



## BROKER AGREEMENT

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THIS WHOLESALE BROKER AGREEMENT (Agreement), is made on \_\_\_\_\_  
By and between OCMBC, Inc. (Lender), a California Company with its corporate office  
located at: 19000 MacArthur Blvd. #200, Irvine, CA 92612 and

\_\_\_\_\_ (Broker), a \_\_\_\_\_ Corporation (Company);  
Broker and Lender are hereinafter collectively referred to as the "Parties" and individually as a "Party".

- ◆ Broker is engaged in the business of taking loan applications from consumers for residential mortgage loans, aiding and assisting borrowers in the pre-qualification for residential mortgage loans, choosing a mortgage product, completing a mortgage loan application and processing those applications on behalf of the consumer, in exchange for a fee.
- ◆ Broker desires to submit residential mortgage loan applications and obtain loans from lender, OCMBC, for its borrowers.
- ◆ Lender, OCMBC, extends credit to qualified borrowers for first and/or second liens on residential mortgage loans.

Therefore, in consideration of the promises and mutual covenants contained in this agreement, OCMBC and Broker agree as follows:

#### ARTICLE 1 - DEFINITIONS

- ◆ **Borrower** means the person or persons who submit a residential mortgage loan application to Broker, who received a residential mortgage loan and are liable on the Note to the Lender.
- ◆ **Broker** means the loan originator who generated the residential mortgage loan application for borrower and the Broker of Record for Company who is jointly responsible for the representations and warranties contained in this agreement.
- ◆ **Closing** means the funding of a residential mortgage loan by Lender.
- ◆ **Investor** means the owner of the Note after the loan has been sold on the secondary market.
- ◆ **Company** means the Company that the Broker is affiliated with as the Company of Record.
- ◆ **Knowledge** means that which is actually known to Broker, including its officers, agents, directors and employees; or that which, through the exercise of reasonable care and due diligence, should have been known to any such persons.
- ◆ **Lender** means the mortgage company offering to fund the residential mortgage loan.
- ◆ **Loan Package** means any and all information that is required in order for Lender to underwrite the residential mortgage loan that the Broker has submitted, including not limited to: Residential Mortgage Loan Application (form 1003), credit history, Borrower's income and financial resources, assets and appraisal.
- ◆ **Mortgage** means the document or documents evidencing security in the collateral securing repayment of the Note, including without limitation any mortgage, deed of trust, deed to secure debt or security deed.
- ◆ **Mortgage Loan** means a loan secured by a first or second lien on the Mortgaged Property which is the subject of this Agreement, evidenced by a Note, Deed of Trust and/or Mortgage, and any other documents or instruments evidencing Borrower's indebtedness.
- ◆ **Mortgage Loan Program** means the criteria established by the Lender and/or Investor as reflected by the Lender's guidelines prescribing certain Mortgage Loans which can be afforded to prospective Borrowers a Mortgage Loan eligible for Closing in accordance with the terms of this Agreement
- ◆ **Mortgaged Property** means the residential real property improved by a one- to- four family dwelling securing payment of the related Mortgage Loan.
- ◆ **Note** means the promissory note evidencing Borrower's obligation to repay a Mortgage Loan.
- ◆ **Underwriting** means the examination of a Borrower's application, credit history, income and financial resources, assets and appraisal for the purpose of determining whether to extend credit to a Borrower.

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_





ARTICLE 2 - DUTIES OF BROKER AND COMPANY

2.1 Broker and/or Company shall take applications and collect financial information for Mortgage Loan applicants at its offices in its own name through its employees, agents and independent contractors.

2.2 If Broker and/or Company contracts out for services through a third party service such as contract processing, Broker and/or Company is ultimately responsible for the actions, errors and omissions of contract processor's actions relative to the loan file, loan documents, financial documents and the applicant.

2.3 Broker and/or Company shall comply with the procedures established by Lender for the submission of residential Mortgage Loan applications under the Mortgage Loan programs available to Broker and/or Company. Broker and/or Company shall be responsible for determining whether each residential Mortgage Loan application meets the terms and requirements of the available Mortgage Loan Programs, and Lender shall have no obligation to accept submission of any Mortgage Loan which does not fully comply with the terms and requirements of the applicable Mortgage Loan Program.

2.4 Broker and/or Company shall provide to Lender, for each residential Mortgage Loan submitted, the residential Mortgage Loan application signed by the applicant, appraisal/request (HVCC compliant), such credit and financial information necessary to investigate, Underwrite and fully review the residential Mortgage Loan application, including but not limited to: any and all other documents required or requested by the Lender. Broker and/or Company shall assist Lender in obtaining any additional information needed by Lender in order to facilitate the Closing of the Mortgage Loan transaction. The residential Mortgage Loan application and other documents submitted to Lender in connection with a Mortgage Loan shall become the property of Lender. All information submitted to the Lender shall be independently verified and may be declined at Lender's sole discretion. Broker and/or Company have no authority whatsoever to negotiate any terms or conditions of a Mortgage Loan on Lender's behalf.

2.5 Broker and/or Company shall analyze the applicant's income and indebtedness, and determine the maximum reasonable Mortgage Loan obligations that the applicant can bear that provide benefit to the borrower. Broker and/or Company shall explain to applicant how the housing costs and monthly payments would vary under each Mortgage Loan Product.

2.6 Broker and/or Company must keep the applicant apprised of applicant's status with their Mortgage Loan Application and communicate any changes within a reasonable amount of time. Broker and/or Company must assist the applicant with understanding and clearing any credit problems and maintain regular contact with the Borrower(s), real estate agents and Lender at all times.

2.7 Broker and/or Company must provide any and all state and federal disclosures required by law to the applicant, including without limitation to Good Faith Estimates required under the Real Estate Settlement and Procedures Act of 1974, 12 U.S.C. 2601 et seq. ("RESPA"), and any disclosure required under the Truth and Lending Act, 12 U.S.C. 1601 et seq. ("TILA"), and the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

2.8 Broker and/or Company shall, both in the conduct of business generally and particularly in its handling of each Mortgage Loan application, comply completely with every state and federal requirement dealing with origination of Mortgage Loans, including but not limited to: Consumer Protection Act 15 U.S.C. 1601 et seq. ("CCPA"), the Equal Credit Opportunity Act 15 U.S.C. 1601 et seq. ("ECOA"), and

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



Regulation B, TILA, Regulation X of RESPA, and all applicable state and federal statutes or regulations governing fraud, consumer credit transactions, predatory and abusive lending and mortgage banks and brokers. In connection with ECOA and Regulation B Broker and/or Company shall not discourage or pre-screen any applicant or in any other manner violate the terms of the ECOA and Regulation B. Broker and/or Company shall maintain available for Lender's inspection and shall deliver to Lender upon demand evidence of compliance with all state and federal requirements.

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**ARTICLE 3 - DUTIES OF LENDER**

3.1 Lender shall Underwrite or cause to be Underwritten every eligible Mortgage Loan application submitted pursuant to this Agreement. Lender shall have no obligation to issue a commitment for or close a Mortgage Loan which it determines, in its sole discretion, does not meet Lender or Investors' Underwriting requirements. Lender in its sole discretion may decline any Mortgage Loan application that does not comply with the terms of this Agreement, or does not meet Lender or Investors' guidelines. Lender shall notify Broker and/or Company promptly of such declination.

3.2 Lender, Broker and/or Company agree that Lender may rely on the information, authenticity and accuracy of all signatures and information supplied to it by Broker and/or Company in connection with each Mortgage Loan. Lender's decision not to conduct an independent investigation with respect to the information, authenticity and accuracy of all signatures and information provided to it by Broker and/or Company shall not affect or modify the representations and warranties made by Broker and/or Company under Article 5 below or the rights available to Lender for any breach thereof.

3.3 If lender determines that the application meets its Underwriting standards, it shall issue a commitment in its name to the Borrower setting forth the terms and conditions under which it will close the Mortgage Loan and advance funds. If Lender determines that the Mortgage Loan does not meet its Underwriting standards, it will issue a notice of declination (adverse action) to the borrower in compliance with all state and federal laws and regulations. Lender will have no obligation or liability to Broker and/or Company for closing any Mortgage Loan which is not approved by Lender or for any delays in determining whether a Mortgage Loan meets Underwriting standards.

3.4 Upon the issuance of a commitment in Lenders name to Borrower, Lender shall proceed with the Closing of the Mortgage Loan under the terms and conditions of its commitment to the Borrower, and Broker and/or Company shall provide such assistance in this regard as required by Lender so as to close the Mortgage Loan in a timely and efficient manner.

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**ARTICLE 4 - RATES AND LOCKS**

Broker and/or Company shall be required to comply with the guidelines which may be distributed from time to time concerning interest rates and locks, which apply to any particular Mortgage Loan Program offered by Lender. Rate locks that are not confirmed by lender are not enforceable.

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**ARTICLE 5 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER AND COMPANY**

Broker and/or Company each individually and for themselves hereby make the following representations, warranties and covenants to Lender, all of which are deemed to be made as of the date of the signing of this Agreement and continuing as of the date each Mortgage Loan is funded.

5.1 Broker and/or Company have the full legal capacity and authority to enter into this Agreement as Broker of Record and/or as principle of the Company. This Agreement constitutes a valid and binding obligation of Broker and/or Company and is enforceable as to Broker of Record and to Company and its Officers and Principals.

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



5.2 In connection with each Mortgage Loan submitted to Lender pursuant to this Agreement, no Borrower has been or will be encouraged or required to select a Mortgage Loan product which is a higher cost product designated for less creditworthy borrowers unless, at the time of application, such Borrower did not qualify, taking into account credit history and debt-to-income ratios, for lower cost credit then offered by Lender. Section 32 and Predatory Lending policies will be enforced.

5.3 Broker and/or Company represent that it shall maintain at all times while this Agreement is in effect any and all licenses, filings, permits, foreign qualifications, and business licenses required by all state and federal applicable laws.

5.4 Except as previously disclosed in writing to Lender, Broker and/or Company represent to Lender that there are no lawsuits, arbitration, legal proceedings, governmental action, threatened or otherwise pending or filed against it, which could have a material adverse effect on Broker and/or Company's business assets, financial condition, or reputation that would affect Broker and/or Company's ability to perform its obligations during the terms of this Agreement. Broker and/or Company shall immediately disclose to Lender any initiation, threat or actual filing of any of the items listed in this paragraph 5.4.

5.5 Broker and/or Company have entered into a written service agreement with each Mortgage Loan applicant as required by state and federal law.

5.6 Except as otherwise disclosed to Lender and approved by Lender in advance of the loan Closing, Broker and/or Company shall not have any direct, indirect ownership interest, or familial relationship interest in any Mortgage Property intended to secure a contemplated Mortgage Loan with Lender.

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#### ARTICLE 6 - REPRESENTATIONS AND WARRANTIES REGARDING INDIVIDUAL MORTGAGE LOANS

Broker and/or Company represent, warrant and covenant to Lender that the following are true and correct with respect to each Mortgage Loan as of the date such Mortgage Loan is funded and closed:

6.1 The Note and the Mortgage are genuine and each is the legal, valid and binding obligation of the maker thereof, enforceable in accordance with its respective terms and in accordance with the terms of this Agreement.

6.2 All representations and warranties made by Broker and/or Company and all information contained in any documents submitted to Lender by Broker and/or Company with respect to the Mortgage Loan are true, correct and currently valid and genuine in all material respects. The Closing of a Mortgage Loan by Lender shall in no way relive Broker and/or Company from or constitute a waiver of any of the representations and warranties made as to the Mortgage Loan under the terms of this Agreement.

6.3 Broker and/or Company have complied with all applicable federal and state and local laws, rules and regulations, including without limitation, the RESPA, the Flood Disaster Protection Act, the CCPA, including TILA and ECOA, the Federal Fair Housing Act, the Home Ownership and Equity Protection Act, Gramm Leach Bliley Act and all applicable federal and state statutes or regulations governing fraud, lack of consideration, consumer credit transactions, consumer protection and consumer privacy, interest or other charges, licensing and mortgage insurance applicable to the Mortgage Loan.

6.4 In connection with each Mortgage Loan Program, the Mortgage Loan file for each Mortgage Loan contains an appraisal of Mortgaged Property which was signed by a qualified Appraiser who has no interest, direct or indirect, in the Mortgaged Property or in the Mortgage Loan or in the security thereof.

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



The Appraiser did not receive compensation which was affected by or dependent in any way on the approval or disapproval of the Mortgage Loan. The appraisal was completed in compliance with the Uniform Standard of Professional Appraisal Practice and all applicable federal and state laws and regulations, including without limitation, HVCC, Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 and the regulations related thereto.

6.5 The Broker and/or Company represent that there are no facts, circumstances, or conditions with respect to any Mortgage Loans, Mortgaged Property, or Borrower's credit standing that can be reasonably expected to cause an unacceptable investment, cause a Mortgage Loan to become Delinquent or adversely affect the value of marketability of the Mortgage Loan.

6.6 The Broker and/or Company have an obligation to cooperate with Lender with respect to all submitted loans, including but not limited to closed loans, when Lender requests Broker and/or Company's assistance with non-performing or defaulted loan files. This paragraph 6.6 shall survive the termination of this Agreement.

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#### ARTICLE 7 - FEES AND RIGHT OF OFFSET

7.1 Any and all fees, commissions, and other consideration paid to Broker and/or Company by Lender in connection with any approved Mortgage Loan application registered with Lender, shall be paid by Lender after deducting all fees and charges due Lender specified in its price and fee schedules. Broker and/or Company shall not accept any direct or indirect compensation of any type from any third party with respect to a Mortgage Loan, including but not limited to, payments involving a sale transaction or "settlement services" (as defined in RESPA). No consideration of any kind shall be due or payable to Broker and/or Company on any Mortgage Loan transaction unless and until funded and closed by Lender.

7.2 In addition to other rights and remedies available to Lender under this Agreement, Lender shall have the right, without notice, to offset and to appropriate or apply any and all fees, deposits of money owing by Lender to Broker and/or Company against and on account of the obligations and liabilities of Broker and/or Company under this Agreement.

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#### ARTICLE 8 - BOOKS AND RECORDS

During the term of this Agreement Broker and/or Company shall maintain a complete and accurate account of all funds collected and paid relating to the Mortgage Loans closed with Lender.

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#### ARTICLE 9 - EVENTS OF DEFAULT AND BREACH OF AGREEMENT

Any one or more of the following instances shall constitute an event of default or breach on the part of Broker and/or Company:

9.1 If Broker and/or Company fail to perform or observe any obligations, covenants or agreements set forth in this Agreement, Lender shall give written notice of such failure to Broker and/or Company and Broker and/or Company shall cure the breach within three (3) business days of notice by Lender. If Broker and/or Company have not cured the breach with three (3) business days of notice by Lender, Broker and/or Company shall be in default of this Agreement. Events of default include but are not limited to:

- A. Any representation or warranty made by or on behalf of Broker and/or Company in this Agreement that have proven false or incorrect in any material aspect;

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



- B. Any failure to meet any capital or other financial standards imposed by any applicable regulatory authority, any material adverse change occurs in the financial condition of Broker and/or Company, or Broker and/or Company fails to provide any reasonably requested information to Lender.
- C. If Broker and/or Company misrepresent or mislead Borrowers or other persons about obligations of Lender under this Agreement, misrepresent the relationship between Lender and Broker and/or Company, engage in, aid or abet another in fraudulent or deceptive practices, or breach its contractual duties in conducting its responsibilities in connection with this Agreement, including but not limited to participation or encouragement by Broker and/or Company in providing false or misleading information or documentation to Lender in connection with any loan application, appraisal report, credit report or other loan documentation.
- D. A decree or order of the court, agency, supervisory authority, or bankruptcy entered against the Broker and/or Company.
- E. Any of Broker and/or Company's licenses, permits, or approvals are revoked, suspended, cancelled or not renewed.
- F. If Broker and/or Company are found in violation of any local, state, federal laws or regulations or violate any industry standards.

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#### ARTICLE 10 - TERMINATION

10.1 Any Party may terminate this Agreement upon written notice at any time for any reason.

10.2 During the course of any pending investigation Lender has the right to suspend Broker and/or Company's eligibility, in addition to any other right or remedy Lender may have, until the investigation is complete. During the period of suspension Lender may at its sole discretion continue to Underwrite Mortgage Loans without waiving any rights under this section 10.2.

10.3 Termination under this section shall not affect Broker and/or Company's obligations with respect to Mortgage Loans already sold or delivered to Lender and Investors'.

10.4 Broker and/or Company's representations, warranties, covenants, and other obligations and agreements contained in this Agreement, including without limitation, Broker and/or Company's indemnification obligations, shall survive any termination of this Agreement, any investigation by Lender or its agents or the subsequent transfer of any Mortgage Loan by Lender to a third party including an Investor.

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#### ARTICLE 11 - SOLICITATION

For a period of twelve (12) months after the Loan is sold to the Investor and under this Agreement, neither Broker and/or Company or its affiliates, officers, employees or agents shall directly or indirectly solicit or cause to be solicited, by direct mail, telephone, e-mail, internet, personal solicitation or otherwise, any Borrower for the purpose of pre-paying, refinancing or modifying such Mortgage Loan in whole or in part, except with the written permission of Lender.

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#### ARTICLE 12 - INDEMNIFICATION

12.1 Broker and/or Company shall hold Lender harmless and shall indemnify Lender from and against any and all lawsuits, costs, damages, losses, fees, penalties, fines, forfeitures, claims, including but not limited to reasonable attorney's fees, where any of the foregoing arise out of or in connection with any breach of the terms of this Agreement including warranties, representations and covenants and/or negligence, fraud, material misrepresentation, or material omission, on the part of the Broker and/or

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



Company in connection with any Mortgage Loan submitted to or registered with Lender under this Agreement or arise out of or in connection with Broker and/or Company's failure to comply with any applicable laws or regulations.

12.2 Broker and/or Company shall hold Lender harmless and shall indemnify Lender from and against any and all losses arising out of or in connection with the failure of Broker and/or Company to comply with any applicable laws, regulations, orders, rules or other legal requirements.

12.3 Broker and/or Company shall hold Lender harmless and shall indemnify Lender from and against any and all losses arising out of or in connection with Broker and/or Company's breach of any representations or warranties set forth in this Agreement.

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ARTICLE 13 - PREMIUM RE-CAPTURE

In the event that any Mortgage Loan is refinanced within the first six (6) months of payments immediately following its Funding Date, if Broker and/or Company initiates, solicits, participates or in any way assists financing the Borrower, Broker and/or Company shall refund to Lender 100% of the amount of the yield spread premium, payable within fifteen (15) days of receiving notice of a loan pre-payment. The obligations of Broker and/or Company under this section 13 shall survive any termination of this Agreement in all actions involving third parties and arising under this section 13, Lender shall have the complete and exclusive right to determine the conduct and defense of such actions including the right to assign the right of collections to a third party.

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ARTICLE 14 - PROHIBITION AGAINST USE OF NAME OR AFFILIATION

Nothing in this Agreement shall be construed to appoint Broker and/or Company as a partner, employee, or representative of Lender and Broker and/or Company shall not hold itself out as such. Broker and/or Company shall not use Lender's name or logo for any purpose.

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ARTICLE 15 - CONFIDENTIALITY AND PRIVACY

15.1 All Parties will keep confidential and will cause their respective employees, contractors, affiliates and agents to keep confidential any and all information obtained from other Parties which is designated as confidential and the Parties shall not use such information for any other purpose other than those intended by this Agreement. All Parties shall not disclose any consumer information to any person or entity that is not directly involved in the loan process.

15.2 All Parties shall comply with the privacy requirements of the Gramm-Leach Bliley Act and all applicable federal and state statutes or regulations governing consumer protection and consumer privacy. All Parties agree to implement appropriate safety measures to safeguard consumer information. All Parties shall immediately notify the other party if there is a breach of its security related to the customers of the other Party so that such consumers may be notified in accordance with all state and federal statutes and regulations.

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ARTICLE 16 - MISCELLANEOUS

16.1 California Law: This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. The venue for this Agreement or any other action related to this Agreement shall be in the County of Orange.

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



16.2 Invalidity: If any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

16.3 Entire Agreement: This entire Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any and all prior or contemporaneous agreements or understandings between the Parties hereto pertaining to the subject matter hereof.

16.4 Modifications: Any modification of the terms of this Agreement shall be invalid unless evidenced by a writing signed by all Parties hereto.

16.5 Independent Representation. Broker and/or Company acknowledge that each of them has retained independent counsel in connection with the negotiation, preparation and execution of this Agreement. Broker and/or Company acknowledge and warrant that each of them has either retained counsel or voluntarily and independently decided not to retain such counsel. Broker and/or Company further acknowledge and represent that each of them has been given the opportunity to read this Agreement in full and understands and voluntarily consents to each and every provision contained herein.

16.6 Mediation/Arbitration: Broker and/or Company agree that any dispute brought to enforce this Agreement, other than permanent or injunctive relief, by anyone regarding any aspect of the terms and conditions which cannot be resolved either through direct discussion or mediation, shall be submitted to binding arbitration by an experienced business law arbitrator, by the Judicial Arbitration and Mediation Services (JAMS) in the County of Orange, State of California, as the exclusive remedy for such dispute. Each party shall be responsible for its own attorney fees. Arbitration fees will be shared equally between both parties.

16.7 Waiver: Any parties failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

16.8 Severability: If any provision or part of this Agreement is determined invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be fully enforceable to the extent of the valid portions thereof.

16.9 Notices: All notices and other communications shall be in writing or by e-mail. The notices shall be deemed to have been given if delivered by hand, by overnight courier with evidence of an air bill, postage pre-paid deposited in a postal mailbox or electronically received as determined by server log files or an electronic return receipt.

**Notices to Lender:**  
OCMBC, Inc. ATTN: Broker Approval Department  
19000 MacArthur Blvd. #200, Irvine, CA 92612

**Notices to Broker:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



16.10 Assignment: Broker and/or Company may not assign its rights or delegate its duties or obligations under this Agreement without prior written consent of Lender.

16.11 Annual Certification: Lender may require that Broker and/or Company provide to Lender on an annual basis fiscal year-end audited financial statements, evidence of errors and omissions insurance and evidence of license renewal.

This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when executed shall be deemed to be an original and which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed.

LoanStream, a division of OCMBC, Inc Authorized Representative

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker/Client

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_





## FHA ADDENDUM TO WHOLESALE BROKER AGREEMENT

### SPONSORSHIP OF WHOLESALE BROKER FOR FHA MORTGAGE LOANS

This Addendum is made a part of / to the Wholesale Broker Agreement (hereinafter "Addendum") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between OCMBC, Inc., FHA ID #20996-0000-1, a California Corporation (hereinafter ("OCMBC") and \_\_\_\_\_, FHA ID# \_\_\_\_\_ (hereinafter "Wholesale Broker").

### RECITALS

**WHEREAS OCMBC, Inc.** and Wholesale Broker have previously entered into a Wholesale Broker Agreement (hereinafter "Agreement") whereby Broker may submit Mortgage Loan Applications to OCMBC for funding by, Guardian Capital Group a Division of OCMBC, Inc, upon the terms, conditions and warranties contained therein.

### GENERAL

**OCMBC (REFERRED TO HEREIN AS, LENDER)** may, at its sole option, sponsor Wholesale Broker as an FHA Authorized Agent or an FHA Loan Wholesale Broker. Lender may at any time, with or without cause, notify Wholesale Broker that Lender will terminate Lender's sponsorship of Wholesale Broker. As of the effective date of the termination, Lender shall cease accepting Loan Application Packages with respect to FHA Mortgage Loans, but may, at Lender's sole discretion, continue to process, close and fund FHA Mortgage Loans for previously submitted Loan Application Packages.

### COMPLIANCE WITH LENDER'S REQUIREMENTS

If Lender sponsors Wholesale Broker as an FHA authorized Agent or FHA Loan Wholesale Broker, Wholesale Broker shall comply with all of Lender's requirements. Wholesale Broker acknowledges that Lender alone shall underwrite all Applications for FHA Mortgage Loans, and that all approved FHA Mortgage Loans shall be closed in the name of Lender with Lender's funds.

### FHA MORTGAGE LOANS

If Wholesale Broker is sponsored as an FHA Authorized Agent, or an FHA Loan Wholesale Broker, Wholesale Broker shall comply in all respects with all lending requirements of FHA, and all requirements of FHA pertaining to or governing FHA Authorized Agents or FHA Loan Wholesale Brokers, respectively. For each FHA Mortgage Loan, Wholesale Broker shall obtain an FHA Approval by Lender, and cause all conditions for the FHA approval to be met.

### GNMA REQUIREMENTS

Each FHA Mortgage Loan shall comply with GNMA Requirements as of the date of the closing of such FHA Mortgage Loan.

### NOTIFICATION OF DISCIPLINARY OF OTHER ACTION BY FHA, HUD OR GNMA

Wholesale Broker shall notify Lender in writing within 30 days following the initiation, or threat of any disciplinary action, enforcement action, lawsuit, administrative proceeding or similar action, or proceeding by FHA, HUD or GNMA, or if any pending investigation by FHA, HUD or GNMA, against Wholesale Broker or any of Wholesale Broker's affiliated companies, or against any of the directors, officers, employees, or agents of either Wholesale Broker or any of Wholesale Broker's affiliated companies.

Broker Initials \_\_\_\_\_ Lender Initials \_\_\_\_\_



**ELIGIBILITY OF FHA MORTGAGE LOANS**

In the case of an FHA Mortgage Loan, the FHA Mortgage Loan is in full compliance with the Wholesale Broker Agreement, Lender's requirements and, as applicable, the requirements of FHA as of the date the FHA Approval is issued; provided, however, that the effective dates established by FHA for any

amendments to that agency's rules shall apply to the FHA Mortgage Loan. Each FHA Mortgage Loan is in full compliance with GNMA requirements as of the date of each closing of such FHA mortgage loan.

**GNMA REPRESENTATIONS AND WARRANTIES**

Wholesale Broker makes to Lender, the representations and warranties contained in the GNMA requirements, with respect to each FHA Mortgage Loan.

**FHA APPROVAL**

In the case of an FHA mortgage loan, there is an FHA approval by lender in effect for such FHA mortgage loan and all conditions of the FHA approval have been met.

**MISCELLANEOUS**

All terms and conditions, representations and warranties contained in the Agreement shall remain in full force and effect, unless specifically modified by this Addendum.

All terms used in this Addendum shall have the meaning attributed to them in the Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed or caused this Addendum to be executed by their respective authorized officers/personnel.

Wholesale Broker \_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OCMBC, Inc.

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Authorized OCMBC Inc., Representative



## VA ADDENDUM TO WHOLESALE BROKER AGREEMENT

### SPONSORSHIP OF BROKER FOR VA MORTGAGE LOANS

This addendum is to the Mortgage Broker Agreement (the "Agreement"), which was entered into concurrently with this Addendum or prior to this Addendum by and between OCMBC, Inc., Automatic VA Lender ID #169917-00-00, OCMBC is approved with Direct endorsement and LAPP / SAR authority, and , VA ID# (Broker). The definitions used in this Addendum shall have the same meanings as the definitions of the Agreement. To the extent that this Addendum may conflict with any provision of Agreement, the terms and conditions of this Addendum shall control and supersede any conflict provision in the Agreement.

Broker desires to be approved to originate VA loans, and OCMBC, Inc. is willing to sponsor correspondent to originate VA loans which are in conformance and compliance with VA guidelines and the Agreement. In addition to the various representations, warranties, and covenants contained in the Agreement, Broker represents, warrants, and covenants the following as to each VA mortgage loan application submitted to OCMBC, Inc.:

1. Broker will not issue to applicants a lock-in agreement unless Broker has received written confirmation of approval of the interest rate, points, and terms from OCMBC, Inc..
2. Broker will not charge any fees above the maximum fees allowed by VA. In the Event that fees are charged in excess of those allowed by VA, Broker will refund those fees to borrower so that the loan can be guaranteed.
3. Broker acknowledges that Broker must pay a \$100 VA fee upon application made payable to the VA and pay the annual renewal fee and will do so in a timely manner each year. Broker will also be required to submit all Processors resumes reflecting VA experience.
4. Broker acknowledges that if a loan has been submitted to VA and declined, Broker will not bring or submit that loan to OCMBC, Inc. Loans previously declined by the VA can be subsequently approved only by the VA and not by any lender.
5. Broker acknowledges that OCMBC, Inc. will be responsible for obtaining the loan guarantee (LGC) from VA on all loans closed hereunder. Broker further agrees that if VA denies the insurance (LGC) for any reason except for acts and omissions by OCMBC, Broker will take all measures to correct the deficiencies in documentation, etc., so that the loan can be guaranteed.
6. Broker acknowledges that Broker and/or Broker's processing staff has a minimum of two years experience with VA loans, (must submit processor's resume).

Wholesale Broker \_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Request for Transcript of Tax Return

▶ **Request may be rejected if the form is incomplete or illegible.**  
 ▶ **For more information about Form 4506-T, visit [www.irs.gov/form4506t](http://www.irs.gov/form4506t).**

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get Transcript of Your Tax Records" under "Tools" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
<b>4</b> Previous address shown on the last return filed if different from line 3 (see instructions)	
<b>5</b> If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

**Caution.** If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

**6 Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ \_\_\_\_\_

**a Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . .

**b Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days . . . . .

**c Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days . . . . .

**7 Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . . . .

**8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days . . . . .

**Caution.** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9 Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. \_\_\_\_\_

**Caution.** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

		Phone number of taxpayer on line 1a or 2a
▶ <b>Signature</b> (see instructions)	Date	
▶ <b>Title</b> (if line 1a above is a corporation, partnership, estate, or trust)		
▶ <b>Spouse's signature</b>	Date	



## Corporate Resolution

Legal Name of the Company: \_\_\_\_\_

RESOLVED that

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title

of this Corporation, or any one or more of them or their duly elected or appointed successors in office, and each of them is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal, from time to time while this resolution is in effect, to sell mortgage loans to OCMBC, Inc. to execute any and all agreements, contracts, and assignments, endorse any notes, checks and drafts, and deliver any and all documents and information related to the mortgage loans are required or deemed necessary by OCMBC, Inc and/or its affiliates, in connection with the sale of such mortgage loans.

I HEREBY CERTIFY that the foregoing is a true and correct copy of resolution presented to and adopted by the Board of Directors of \_\_\_\_\_ at a meeting duly called and held at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, at which a quorum was presented and voted, and that such resolution is duly recorded in the minute book of this corporation; that the officers name in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names.

Secretary \_\_\_\_\_

Affix Corporate Seal

CONFIDENTIAL



## **Fair Lending Policy & Acknowledgment**

It is the policy of OCMBC, Inc (“Lender”) to treat all credit applicants and borrowers (“applicant(s)”) in compliance with all applicable fair lending laws, including, without limitation, the Equal Credit Opportunity Act and the Fair Housing Act. All of our products shall be made available to qualified applicants without discrimination on the basis of race, color, religion, sex, national origin, marital or familial status, age (provided the applicant has legal capacity to enter into a binding contract), handicap, receipt of public assistance, good faith exercise of rights under the Federal Consumer Protection Act, or any other basis protected by applicable law (“prohibited basis”).

Our employees will offer assistance and service in a fair and equitable manner and will not discourage the completion or submission of an application for credit by any applicant on any of the prohibited basis. Term, conditions and pricing variables (such as debt to income ratio, fees, points or other charges) will be applied fairly without regard to any prohibited basis. The advertising of the Lender and all of its communications to the public shall be designed to make the Lender’s current clients aware that the Lender does not discriminate on a prohibited basis.

The Lender’s fair lending commitments shall extend to all aspects of our operations, including solicitation strategies, underwriting and pricing practices, customer service, collections, and marketing.

The Lender’s fair lending policy shall be communicated to our brokers and dealers with whom the Lender has an indirect lending relationship.

As acknowledgement of the Lender’s fair lending policy, please sign below.

By signing this you acknowledge that you have received, understand, and agree to comply with OCMBC, Inc’s Fair Lending Policy. If you have any questions regarding this policy, please do not hesitate to contact the Wholesale Lending division at (949) 679-7400.

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Broker

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Signature

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Date

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Print Name



## FAX/EMAIL AUTHORIZATION

In accordance with recently approved amendments to the Federal Communications Commission (FCC) Telemarketing rules, OCMBC, Inc. is now required to obtain written authorization prior to sending marketing materials to your fax number(s) / emails.

The undersigned hereby authorizes OCMBC to send advertising and other marketing materials, including by not limited to rate sheets, product information and promotional materials designed to inform the customer about the services offered to the fax number(s) and email addresses designated below.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Owner/Principal Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Owner/Principal Typed Name & Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone #

Please type or print legibly all fax numbers and email addresses, which OCMBC may use for the purposes stated above. Please be sure to include fax numbers and email addresses for any branch locations you are approving at this time.

### **Fax Numbers**

### **Email**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_



## **LOAN FRAUD STATEMENT**

It is company policy to support the elimination of loan fraud within the mortgage lending industry. All approved Loan Brokers should be advised that a licensed Broker bears the responsibility for all actions, performed in the course of business, of his or her employees and licensees.

## **EXAMPLES OF LOAN FRAUD**

Submission of inaccurate information, including false statements on loan applications and falsification of documents purporting, to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non -ownership of real property.

Inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the security instrument.

Lack of due diligence or concern by Broker, loan officer, interviewer or processor, including failure to obtain or divulge all information required by the application and failure to request information as dictated by Borrower's response to other questions.

Forgery or misrepresentation of partially or predominantly accurate information.

Acceptance of information or documentation, which is known or suspected to be inaccurate or acceptance of information, which should be, know to be or suspected to be inaccurate. This includes simultaneous or consecutive process of multiple owner -occupied loans from a single applicant where information differs on each application, and permitting an applicant or interested third party to assist with the processing of the loan.

Failure of broker to disclose any relevant or pertinent information.

## **CONSEQUENCES OF LOAN FRAUD**

The consequences of loan fraud are far-reaching and expensive. OCMBC, Inc stands behind the quality of its loan production. Fraudulent loans may not be sold in the secondary market and if sold, will require to be repurchased by OCMBC. Fraudulent loans would harm our reputation and strain our relationship with investors.

The consequences to those who participate in loan fraud are severe.

### **Consequences to the Broker:**

- ◆ Criminal prosecution, which may result in possible fines and imprisonment.
- ◆ Loss of Broker license.
- ◆ Loss of approval status with OCMBC, Inc



## **LOAN FRAUD STATEMENT CONT.**

- ◆ Inability to access lenders caused by the exchange of legally permissible information between lenders, mortgage insurance companies, FHLMC, FNMA, police agencies, and federal regulatory agencies, including to the Department of Real Estate and Department of Corporations.
- ◆ Civil action by OCMBC, Inc
- ◆ Civil action by the Borrower and/or parties to the transaction. Consequences to the

### **Consequences to the Borrower:**

- ◆ Acceleration of debt as mandated in the security instrument (Mortgage or Deed of Trust). Refer to Title 18, Section 1010 Warning below.
- ◆ Criminal prosecution, which may result in fines and imprisonment.
- ◆ Civil action by OCMBC, Inc and/or other parties to the transaction.
- ◆ Forfeiture of any professional licenses.
- ◆ Adverse, long-term effect on credit history.

## **TITLE 18 - CRIMES AND CRIMINAL PROCEDURE PART I – CRIMES**

### **CHAPTER 47 - FRAUD AND FALSE STATEMENTS HEAD**

#### **Sec. 1010. Department of Housing and Urban Development and Federal Housing Administration transactions**

### **STATUTE**


Whoever, for the purpose of obtaining any loan or advance of credit from any person, partnership, association, or corporation with the intent that such loan or advance of credit shall be offered to or accepted by the Department of Housing and Urban Development for insurance, or for the purpose of obtaining any extension or renewal of any loan, advance of credit, or mortgage insured by such Department, or the acceptance, release, or substitution of any security on such a loan, advance of credit, or for the purpose of influencing in any way the action of such

Department, makes, passes, utters, or publishes any statement, knowing the same to be false, or alters, forges, or counterfeits any instrument, paper, or document, or utters, publishes, or passes as true any instrument, paper, or document, knowing it to have been altered, forged, or counterfeited, or willfully overvalues any security, asset, or income, shall be fined under this title or imprisoned not more than two years, or both.

I have read the foregoing and understand OCMBC, Inc's position on Loan Fraud.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

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SUBJECT: <b>Wholesale Broker Quality Control Plan</b>	DATE:

**INTRODUCTION**

Please note that this procedure is an internal document of the Company. This procedure does not create rights or obligations to any of the current or future customers; it is an internal document adopted pursuant to applicable law(s). In accordance with applicable laws and regulations, this procedure may be modified, restated, and/or amended at any time at the discretion of the Company.

**OVERVIEW**

The purpose of this document is to ensure that the Company maintains compliance with CFPB, HUD/FHA, VA, FNMA and FHLMC requirements and OCMBC, Inc. requirements as a OCMBC Third-Party Originator (TPO).

**GENERAL REQUIREMENTS**

The Company will maintain the following:

- ✓ Must maintain a valid Employer Tax Identification (EIN) number.
- ✓ Must maintain a valid NMLS license and number.
- ✓ Satisfactory volume level and quarterly pull through ratios with OCMBC, Inc.


The office is located in a physical location with a valid and verifiable address.

- Address and/or P.O. Box address.
- Home office is acceptable – must have full access during regular business hours.
- Change of address: OCMBC, Inc must be notified within three (3) business days and any change of address.

**OPERATIONS**

Third Party Originator shall not have any officer, partner, director, principal manager, employee or 1099 contractor who is currently suspended under a limited denial of participation (LDP); under indictment for, or has been convicted of, any offense that reflects adversely upon the Third-Party Originator's integrity, competence or fitness to meet responsibilities of a Third-Party Originator; will not engage in business practices that do not conform to generally accepted practices of prudent origination or that demonstrate irresponsibility; have been convicted of or who has pled guilty to a felony related to participation in the real estate or mortgage loan industry; or is in violation of provisions of the SAFE Mortgage Licensing Act of 2008 or any provision of State law.

- ✓ Operations are conducted in a professional, business-like environment;
- ✓ The office is sufficiently staffed with trained personnel;
- ✓ All personnel have access to relevant statutes, regulations, CFPB & HUD issuances and Handbooks, either in hard copy or electronically;

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- ✓ A library, either electronic or physical, complete with manuals, handbooks, regulations and mortgage letters will be maintained and updated in the processing office;
- ✓ Procedures are revised to reflect changes in CFPB & Agencies' requirements and personnel are informed of the changes;
- ✓ Third-Party Originator will be at all times in compliance with the provisions of the Real Estate Settlement Procedures Act (RESPA), including the distribution to mortgagors of the Special Information Booklet, Good Faith Estimates and disclosure of business relationships with a particular provider of services.(i.e. in-house escrow or affiliated with an escrow company, etc.)

#### QUALITY CONTROL REVIEW PROCESS

OCMBC, Inc requires Third-Party Originators to conduct a monthly quality control review process, within their own office, that will be completed by an employee of the Third-Party Originator who is independent of the loan processing/sales responsibilities or outsourced to a non-interested third-party.

The loans in this review will be based on the sample selection requirements below:

- A. Ten (10%) percent of all closed loans must be randomly selected for audit and Ten (10%) of all declined loans will be randomly selected for audit. These loans will be pulled from the previous months closing and declined production.
- B. High risk loans will be targeted for quality control review. These include:
  - 2-4 unit properties;
  - New construction or rehab loans;
  - Properties transferred within the past year;
  - Substantial seller concessions;
  - Non-occupying co-mortgagors or multiple mortgagors;
  - Housing expenses increasing by 1.5 times or more;
  - Large or multiple earnest money deposits (money orders);
  - Large increase in bank account balance;
  - Sale of personal property for funds to close;
  - Gifts or loans of funds to close.
- C. The work of each loan processor, loan officer, Real Estate Company or builder that does significant business with the Third-Party Originator must also be reviewed for compliance.

#### QUALIFYING DOCUMENT RE-VERIFICATION

All documentation provided to obtain loan approval must be re-verified either verbally or in writing. This includes all documentation submitted with full and with alternate documentation. If in writing a photo copy of the document will be sent to the employer, depository, landlord, etc., with a cover letter requesting confirmation of the accuracy of the document.

- ✓ Determination will be made that loan document requiring signatures were signed by the mortgagor.



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- ✓ Determination will also be made whether the information in the preliminary loan application, final application and all credit documents is consistent or reconciled.
- ✓ Applications will be monitored to ensure that sufficient questions are asked of each applicant to be certain that a complete picture of the applicant's ability to repay the loan is presented. This includes sufficient information regarding the income, source of funds and intended use of the property.
- ✓ Included in the monitoring will be an interview with applicant to determine they understood the process and their obligations to avoid misrepresentations and falsifications. The identity of the loan applicants will also be verified.
- ✓ Employees of the Third Party Originator will also be monitored by the Third Party Originator management to ensure they are knowledgeable of the origination process and are able to adequately convey the applicant's responsibilities.

#### QUALITY ASSURANCE OF CLOSED LOANS

Handwritten applications or initial applications, if originally generated by computer, are to be sent to the borrowers with a cover letter for re-verification of accuracy. Determination will also be made if the initial application includes each outstanding debt and asset.

Determination will be made that the mortgagor was not utilized as a "straw buyer" and that the property has not been transferred at the time of closing or soon after.

##### A. CREDIT

1. New credit reports (three bureau merged in-file credit reports) will be included with each audit unless the loan was an FHA streamline refinance.
2. The new credit report is to be compared to the initial report. Special attention should be paid to any accounts on the audit report which should have been included on the initial report of derogatory information on the report which should have been on the initial report.
3. When discrepancies are found, the original reporting agency should be contacted for explanation.
4. An additional area of concern is new accounts originated by the borrower after the original credit report was completed, but prior to the loan closing were not disclosed. In these cases determination should be made on the effect the new debt would have on qualifying. In cases where the new debt would negatively affect the borrower's ability to qualify for the mortgage loan, borrowers are to be contacted for an explanation for lack of disclosing the debt and OCMBC, Inc is to be notified of the findings.

##### B. EMPLOYMENT AND INCOME

1. Re-verification of employment and income will depend on the documentation obtained during processing:



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2. Written verifications of employment, paystubs and W-2's are to be verbally or in writing re-verified with the employer.
3. Executed IRS form 4506T must be obtained and used to verify the accuracy of the tax returns and/or W-2's.

C. ASSETS

Source of funds such as verification of deposit, depository statements, stock or security statements, HUD-1's for proceeds from sale of a previous residence and gift funds will be re-verified either verbally or in writing. Determination will be made that the loan file contains the pertinent documentation of the mortgagor's source of funds for the required investment, the acceptability of that source and that any obligation to repay the funds was properly documented. Discrepancies in re verifications of sources of funds must be investigated and resolved.

#### QUALITY ASSURANCE AND AFFILIATE CERTIFICATION

The Qualified Mortgage, (QM), regulation states that certain fees paid to a broker must be included in the QM points and fees test. In order to ensure that OCMBC, Inc loans qualify for QM, OCMBC must identify affiliated entities of brokers with whom it does business with.

OCMBC does not provide legal advice as to whether an entity is an affiliate of a broker. However, to help you accurately identify your affiliates, we have included information from the Truth-in –Lending (TILA) below.

TILA defines “affiliate” as any company that controls, is controlled by, or is under common control with another company, as (control is defined) in the Bank Holding Company Act.

Any company (person) has control over any Company if:

- The company (person) directly or indirectly or acting through one or more other persons owns, controls, or has power to vote 25% or more of any class of voting securities of the bank or company;
- The company (person) controls in any manner the election of a majority of the directors or trustees of the bank or company; or
- The Board determines, after notice and opportunity for hearing, that the company (person) directly or indirectly exercises a controlling influence over the management or policies of the bank or company.

State law and regulatory and court interpretations of affiliation and control may vary. Generally, if entities have 25% or more common ownership or subsidiary relationship or if one entity or person otherwise exercises a controlling influence of the management or policies of the other entity, the entities will be deemed to be affiliates. A family relationship is not a conclusive indication of control or affiliate status. However, courts and regulators often find that entities are affiliates if controlling owners of entities have a close family relationship for example, a wife owns majority interest in a title company



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and her husband owns a majority interest in a mortgage broker.

Based on the information provided above, please identify any of your affiliates that provide settlement services.

Affiliate Name

Service Provided


**CONCLUSION**

This plan is in addition to the quality control reviews performed by OCMBC, Inc. An on-site office review will be completed by OCMBC at least one time yearly for offices identified as higher risk or as deemed appropriate. Higher risk factors include, but not limited to, high early default rates, new key personnel, inadequate pull-through ratios, and sudden increases in volume or past problems.

By executing this document I acknowledge that the Company, a Third-Party Originator sponsored by OCMBC, Inc. will adhere to the Quality Control Plan above.

\_\_\_\_\_ NMLSR \_\_\_\_\_ Date \_\_\_\_\_  
Officer/Broker/Owner Third Party Originator



# ANTI-MONEY LAUNDERING AND SUSPICIOUS ACTIVITY ATTESTATION

The Broker named below represents that he/she has implemented a program consistent with the federal rules concerning Anti-Money Laundering (AML) programs and Suspicious Activity Report (SAR) filing requirements for Residential Mortgage Lenders and Originators (RMLO) as outlined in 31 CFR Parts 1010 and 1028 (Final Rule).

The following summary is provided for reference only and is not intended to be relied upon as compliance advice.

According to the Final Rule, the Broker must, (1) develop and implement an AML program and (2) file a SAR to report any fraudulent attempts to obtain a mortgage or launder money by use of proceeds of other crimes to purchase residential real estate.

Under the Final Rule, the Brokers' AML program must be in writing, be reviewed and updated annually and must assess the risk assessment across all of the Broker's products, services, customers and geographic locations. Additionally, the Broker's AML program must have, at a minimum:

- Internal policies, procedures and controls,
- A designated Compliance Officer,
- An employee training program, and
- An independent audit function.

According to the Final Rule, the Broker must file a SAR within thirty (30) days of becoming aware of a transaction that:

- Involves funds derived from illegal activity or are conducted to hide funds or assets derived from illegal activity;
- Is designed to evade Bank Secrecy Act requirements;
- Has no business or apparent lawful purpose, or
- Involves the use of the company to facilitate criminal activity.

By signing below, the Broker agrees and attests to his/her compliance with the terms as set forth in the Final Rule.

\_\_\_\_\_  
Broker of Record Printed Name

\_\_\_\_\_  
Broker of Record Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Principal Printed Name

\_\_\_\_\_  
Owner/Principal Signature

\_\_\_\_\_  
Date